

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

BIDSPOTTER, INC.,

Plaintiff,

-against-

KOSTER INDUSTRIES, INC.,

Defendant.

**DECLARATION IN SUPPORT OF
REQUEST FOR CERTIFICATE OF
DEFAULT**

Case No. 2:21-cv-01726 (DG-AKT)

I, DUSTIN GRANT, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge:

1. I am a member of the bar of this Court and an attorney for plaintiff BidSpotter Inc. (“BidSpotter”). I make this Declaration in support of plaintiff’s application for a certificate of default pursuant to Fed. R. Civ. P. 55(1) and Rule 55.1 of the Local Civil Rules of the United States District Courts for the Southern and Eastern Districts of New York against defendant Koster Industries Inc. (“Koster Industries”).

2. The Plaintiff on March 30, 2021, filed in this cause a Complaint against defendant Koster Industries.

3. Examination of the court files and record in this cause shows that defendant Koster Industries was served with a copy of summons, together with a copy of plaintiff’s Complaint, on April 12, 2021.

4. Defendant Koster Industries has not answered or otherwise moved with respect to the Complaint, and the time for defendant Koster Industries to answer or otherwise move has not been extended.

5. The time for defendant Koster Industries to answer or otherwise move with respect to the Complaint herein has expired.

6. Defendant Koster Industries is a business corporation, and as such, is not an infant or incompetent and is not presently in the military service of the United States as appears from facts in this litigation.

7. Defendant Koster Industries Inc. is indebted to plaintiff BidSpotter in the following manner:

a. From the period of December 2019 to September 2020, plaintiff BidSpotter and defendant Koster Industries entered into 22 separate agreements for plaintiff to host auctions on behalf of defendant on plaintiff's online auction platform.

b. These agreements were valid and enforceable contracts between plaintiff BidSpotter and defendant Koster Industries.

c. Plaintiff BidSpotter fully and faithfully performed any and all obligations to defendant Koster Industries under each of these agreements.

d. Defendant Koster Industries has breached each of these agreements by failing to remit payment, as provided for under each respective agreement.

e. Additionally, from the period of December 2019 to September 2020, plaintiff BidSpotter additionally provided defendant Koster Industries with 23 separate invoices seeking payment for Koster Industries' use of BidSpotter's services rendered.

f. Defendant Koster Industries has failed to object to any of the 23 invoices.

g. To date, defendant Koster Industries has failed to satisfy the account stated. Specifically, Koster Industries has failed to remit payment on 23 of the invoices it has received.

h. As a result of the forgoing, defendant Koster Industries is liable to plaintiff BidSpotter in the amount of \$167,148.95.

WHEREFORE, plaintiff BidSpotter Inc. requests that the default of defendant Koster Industries Inc. be noted and a certificate of default issued.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge.

Dated: New York, New York
May 12, 2021



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